

Part I - The Schedule

Section E

Inspection And Acceptance

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Section E

Inspection and Acceptance

E.1 FAR 52.246-5 Inspection of Services–Cost Reimbursement (April 1984)

Clause E.1 FAR 52.246-5 Inspection of Services-Cost-Reimbursement (Apr 1984)

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may-
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may-
- (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
 - (2) Terminate the contract for default.

E.2 DEAR 952.236-71 Inspection (April 1994)

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives

in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

E.3 Acceptance

- (A) Acceptance: declaration of physical completion. Upon physical completion of the contract as set forth in Section C.3, the Contractor shall prepare a letter declaring that Phase I work has been physically completed. After submittal of the letter, the Government will, within ninety (90) calendar days, accept the project as complete or provide the contractor with a final definitive punch list of material deficiencies, which preclude the Government from accepting the physical completion of the contract. Following the Government's notification, the Contractor shall complete all identified deficiencies and submit a Final Declaration of Physical Completion. The Contracting Officer will determine final acceptance.
- (B) Acceptance: acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative, as designated in writing from time to time by the Contracting Officer.